

RECORDATION NO. 21870-  
FILED

DEC 11 '98 2-44 PM

LAW OFFICES  
**MILES & STOCKBRIDGE**

A PROFESSIONAL CORPORATION

CAMBRIDGE, MD  
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WASHINGTON, D.C.

JOHN A. STALFORTH  
410-385-3424

December 11, 1998

RECORDATION NO. 21870-A  
FILED

DEC 11 '98 2-44 PM

via FEDERAL EXPRESS

Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423-0001  
Attention: Mrs. Janice Fort

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

DEC 14 2 44 PM '98

Re: Our File No.: 258-1903

Dear Mrs. Fort:

Enclosed for recordation as a primary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

Car Lease dated as of September 20, 1994 by and between Progress Rail Services Corp (P.O. Box 1037, Albertville, Alabama 35950) and CSX Transportation, Inc. (500 Water Street, Jacksonville, FL 32202)

Also enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

Assignment of Lessor's Interest in Lease made as of November 30, 1998 by Progress Rail Services Corporation (P.O. Box 1037, Albertville, Alabama 35950) in favor of The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201) which relates to the above-referenced Car Lease

Also enclosed is a check to cover the costs of recording the enclosed documents.

Upon recordation, please return the recorded documents to the undersigned.

RECORDATION NO. 21870 FILED

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2-44 PM

STATE OF MARYLAND

SS:

CITY OF BALTIMORE

THIS IS TO CERTIFY that the attached Car Lease is a true and complete copy of said Car Lease.

WITNESS my hand and seal this 11th day of December, 1998.

Michelle E. Spivato  
Notary Public

My Commission Expires: January 28, 2001

## CAR LEASE

DEC 11 '98

2-44PM

THIS CAR LEASE (Lease) dated as of September 20, 1994, is by and between PROGRESS RAIL SERVICES CORP. (Lessor) and CSX TRANSPORTATION, INC. (Lessee).

1. Capitalization and Titles. Capitalized words are used herein for the convenience of the parties. The specific definitions or uses of such words are contained in the body of the Lease. All titles to the paragraphs are for the information and convenience of the parties and are not substantive.

2. Cars. Lessor agrees to furnish, and Lessee agrees to accept, subject to the provisions of this Lease, four hundred (400) "100-ton" capacity, open top hoppers (the "Cars").

3. Term. The initial term of this Lease is one (1) year, beginning December 1, 1994, or the date of acceptance for Cars that are accepted earlier, and continuing through November 30, 1995 or the end of the storage period, as provided herein, whichever occurs later. Cars that are accepted by Lessee prior to the initial term are also subject to the provisions of this Lease, from the date of interchange onto Lessee's rail lines. At its sole option, Lessee may extend the term of this Lease for one (1) additional year, by providing notice to Lessor of such extension not later than ninety (90) days prior to the end of the initial term.

4. Transfer and Use. Lessor agrees to deliver the Cars to Lessee and Lessee agrees to return the Cars to Lessor, at mutually agreed interchange points on Lessee's lines. Lessor is solely responsible for all linehaul, switching and accessorial charges applicable to the charges movement of Cars to and from the interchange points. Lessee is responsible for all similar charges incurred in returning the Cars to the designated interchange points. Lessee agrees to use the Cars exclusively in its own service and interchange service with other railroads, and shall have full authority to direct the movement of the Cars to any location in the continental United States, Mexico and Canada. The Cars will be used primarily, but not exclusively, in the transportation of coal, coke and iron ore or commodities having similar transportation characteristics.

5. Rental. Lessee shall pay Lessor a rental of per Car per month, prorated as appropriate from the date of initial interchange, for each Car accepted by Lessee. Rental shall cease and be prorated as of the date of withdrawal of any Car from this Lease pursuant to the Destruction of Car and Car Modification paragraphs. Lessee shall not be entitled to any rights of setoff due to other claims of Lessee against Lessor.

6. Incorporation of Documents. Except as otherwise expressly provided herein, the parties agree to incorporate and be governed by the provisions of the Field Manual of the AAR Interchange Rules, AAR Circular No. OT-5 and 49 CFR Parts 215, 231 and 232, all as amended, supplemented or superseded throughout the term of this Lease.

7. Maintenance and Repair. The Cars are leased to Lessee on a "net" basis. Lessee, at its expense, shall perform all required maintenance and repairs to the Cars during the Lease term.

8. Inspection. Each of the Cars will be inspected by the parties at the beginning and ending of this Lease at times and locations as mutually agreed between the parties. The condition of each Car will be noted on a joint inspection certificate (JIC). Should either party waive inspection, the records of the other party shall control. (A) All Cars must be delivered to Lessee in the following condition: (1) empty, (2) in good operating status, (3) acceptable as being capable of immediate loading and transportation of the intended commodities, and (4) suitable for interchange in accordance with the Interchange Rules of the Association of American Railroads (AAR Rules). (B) All Cars will be returned in interchange condition subject to reasonable wear and tear and possible cleaning. (C) If a Car is in need of repair prior to acceptance for delivery or return, a separate inspection will be held after repairs have been made. Should either party waive inspection, the records of the other party will control regarding the condition of the Car on that date.

9. Car Hire Charges. The Cars shall be "zero rated" while on Lessee's lines. Normal car hire charges (time and mileage) shall apply while any Car is off Lessee's lines. Lessor shall credit Lessee with all car hire charges accrued while off Lessee's lines.

10. Destruction of Car. Any Car that is damaged or destroyed beyond economic repair will be deleted from this Agreement as of the date of destruction. Lessee will pay Lessor an amount of \_\_\_\_\_ for each Car destroyed during the term of this Lease. Payment shall be made within forty-five (45) days after Lessee's Treasury Department is notified of the destruction of each car. If the damage or destruction occurred while on another railroad's lines, and Lessor receives payment from that railroad, Lessor shall credit Lessee with such payment against future rental payments. Lessor will still pursue collection from the responsible railroad and Lessee will receive a credit for payments that are received, up to the casualty schedule amount. No replacement Car will be furnished unless agreed upon by both parties.

11. DISCLAIMER OF WARRANTIES. LESSOR, NOT BEING THE MANUFACTURER OF THE CARS, NOR THE MANUFACTURER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. LESSOR HEREBY ACKNOWLEDGES THAT ANY MANUFACTURERS AND/OR SELLERS WARRANTIES ARE FOR THE BENEFIT OF BOTH LESSOR AND LESSEE.

12. Lettering. The Cars shall bear Lessor's reporting marks SPSX. A complete list of all reporting marks and numbers for Cars subject to this Lease shall be provided by Lessee to Lessor.

13. Sublease. Lessee may sublease any of the Cars to any third party of its choosing. Notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor under all conditions and terms of this Lease and such sublease shall be subject and subordinate to this Lease. Except for the rights contained in this Lease, no right, title or interest in any of the Cars shall vest in Lessee by reason of this Lease.

14. Default. If Lessee shall fail to perform any of its obligations hereunder, Lessor shall provide written notice to Lessee specifying the alleged failure. If such failure has not been corrected within: (A) ten (10) days for payment of rent or (B) forty-five (45) days for any other alleged failure, Lessor, at its sole election, may terminate this Lease upon three (3) days' written notice. If Lessor shall elect to terminate this Lease, Lessee agrees to pay Lessor a sum at least equal to all expenses incurred by Lessor, if any, that are greater than the expenses incurred by Lessor in receiving, inspecting and releasing the Cars at the normal termination of this Lease, plus the greater of: (A) all unpaid rentals hereunder to the stated date of termination, excluding any unexercised extensions, hereof, or (B) an amount equal to three (3) months rental computed at the rate stated hereunder. Lessee agrees to pay such sum from time to time upon demand by Lessor.

15. Return Tender And Storage. Lessee shall gather the Cars at the end of the term of this Lease and shall notify Lessor that the Cars are available for inspection. The aforementioned notice shall: (A) constitute the return tender of the Cars; (B) terminate any rental payments; and (C) begin the storage period. Lessee shall provide free storage for the Cars for up to sixty (60) days from the date of return tender, after which a charge of \_\_\_\_\_ per Car per day shall apply until receipt of forwarding instructions from Lessor. Lessee shall not be responsible for loss or damage sustained to the Cars during the storage period, except to the extent due to the negligence of Lessee.

16. Taxes. Lessee agrees to assume responsibility for and to pay any applicable sales, use or similar taxes resulting from the lease or use of the Cars. Lessee may protest or otherwise contest against the taxes for which it is responsible for payment to the taxing authority, and agrees to pay any penalty or interest, if unsuccessful. Notwithstanding any other provisions of this Lease, Lessor is solely responsible for the payment of all income taxes assessed against it for any Rental payments or other income received or deductions taken by it in connection with this Lease.

17. Title, Possession and Assignment. Lessor is aware of and acknowledges the importance of Lessee's right of sole possession and quiet enjoyment of the Cars for the entirety of this Lease. Lessor represents: (A) that it is either the sole owner of the Cars or has the sole right and authority to lease the Cars as provided herein, (B) that Lessee is entitled to receive all car hire charges and/or mileage allowance payments that accrue when such Cars are off the lines of Lessee and, (C) no other party has any rights that might affect Lessee's rights to possession and peaceful enjoyment of the Cars under this Lease as long as Lessee is in compliance with its obligations. Any assignment of this Lease by either party requires the prior written consent of the other party.

18. Car Modification. Should any Cars require modification pursuant to a regulation of the U.S. Department of Transportation or other agency having jurisdiction over the operation or use of the Cars, Lessor may elect to do either of the following: (A) permanently delete the affected Cars from this Lease upon ninety (90) days' notice or (B) arrange to make the appropriate modifications at its expense. If the modifications are made by Lessor's expense, the Term for the Cars will be extended, without additional rental, by the number of days that the Cars are out of Lessee's service.

19. Notices. Unless otherwise provided, any notice sent pursuant to this Lease must be in writing and addressed as follows:

To Lessor: Progress Rail Services Corp.  
P. O. Box 1037  
Albertville, Alabama 35950

To Lessee: CSX Transportation, Inc.  
Attn: Treasury Department J220  
500 Water Street  
Jacksonville, FL 32202

20. Non-Waiver. The failure of either party to enforce any provision of this Lease or to prosecute any default shall not be considered as a waiver of that provision or as a bar to the prosecution of that default unless so indicated in writing.

21. Insurance. The Lessee will at all times during the term of this Lease, and until return of the Cars to Lessor, at its own expense, cause to be carried and maintained insurance or self-insurance retention in respect to its obligations assumed under this Lease in amounts and against such risks customarily insured against by comparable railroad companies. Lessee will annually furnish Lessor with a schedule of such coverages, upon written request.

22. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against all claims, losses, liabilities, damages, judgments, suits and all legal proceedings, and any and all cost and expenses in connection therewith (including attorney's fees) incurred by Lessor, unless caused by the negligence of Lessor or the failure of Lessor to perform its obligations under this Lease.

23. UMLER. Lessee will be shown as the Lessee of the Cars in the AAR UMLER file.

24. Mutual Draft. This Lease is the result of the mutual negotiation of the parties and shall not be construed against either as the drafter.

25. Entire Understanding. This Lease constitutes the entire understanding of the parties, has been drafted on a basis of mutual input, shall be construed pursuant to the laws of the State of Florida, and shall be binding upon the parties, their respective successors, assigns and legal representatives. It shall remain in full force and effect until all Cars have been tendered at the appropriate interchange point for return to Lessor. Any modification to this Lease must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized officials.

CSX TRANSPORTATION, INC.  
(Lessee)

By: A. B. M. [Signature]

Title: Insurance

PROGRESS RAIL SERVICES CORP.  
(Lessor)

By: J. P. [Signature]

Title: Insurance

## AMENDMENT TO CAR LEASE

THIS AMENDMENT TO CAR LEASE ("AMENDMENT") dated as of November 14, 1995, is by and between PROGRESS RAIL SERVICES CORP. (Lessor) and CSX Transportation, INC. (Lessee) and is made to amend that certain CAR LEASE by and between Lessor and Lessee dated as of September 20, 1994.

WHEREAS, Lessor and Lessee have entered into a certain CAR LEASE dated as of September 20, 1994 and both Lessor and Lessee wish to amend this CAR LEASE in accordance with this AMENDMENT.

THEREFORE, Lessor and Lessee agree as follows:

- A. Section 2 Cars is amended by deleting the number "four hundred (400)" from the second and third lines and substituting the number "three hundred and ninety eight (398)".
- B. Section 3 Term is deleted in its entirety and replaced by the following:
  - 3. Term. The initial term of this Lease shall be two (2) years, beginning December 1, 1994 or the date of acceptance for Cars that are accepted earlier, and continuing through November 30, 1996, or the end of the storage period, as provided herein, whichever occurs later. Cars that are accepted by Lessee prior to the initial term are also subject to the provisions of this Lease, from the date of interchange onto Lessee's rail lines. At its sole option, Lessee may extend the term of this Lease for one (1) additional year, i.e. from December 1, 1996 through November 30, 1997, by providing notice to Lessor of such extension not later than ninety (90) days prior to November 30, 1996.
- C. Section 10 Destruction of Cars is amended by deleting the number "Fifteen Thousand Dollars (\$15,000.00)" from the fourth line and substituting the number "Twelve Thousand Five Hundred Dollars (\$12,500.00)" in its place.

All other terms and conditions of the CAR LEASE shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT to be executed by their duly authorized officials.

CSX TRANSPORTATION, INC.  
(Lessee)

BY:

W.P. Skille

TITLE:

G.M.

PROGRESS RAIL SERVICES CORP.  
(Lessor)

BY:

Bob Grace

TITLE:

V.P. FINANCE



## 2ND AMENDMENT TO CAR LEASE

This 2nd Amendment to Car Lease (the "Amendment") is between Progress Rail Services Corp. ("Lessor") and CSX Transportation, Inc. ("Lessee").

WHEREAS, Lessor and Lessee have previously entered into a Car Lease dated September 20, 1994 (the "Lease") which the parties now desire to amend; and

WHEREAS, the parties have agreed upon the terms of their amendment and now desire to specify those terms.

NOW, THEREFORE, in view of the foregoing statements and other good and valuable consideration, the parties agree as follows:

1. EFFECTIVE DATE AND TERM. This Amendment shall take effect as of December 1, 1996 and shall extend the term of the Lease through November 30, 1998.

2. MODIFICATIONS TO LEASE. The following additional modifications are made to the Lease:

(a) The number of Cars that are subject to the Lease has been, and is, 150 and not the 400 number listed in the Cars paragraph of the Lease. A list of the reporting marks and numbers of the Cars is attached as Exhibit A.

(b) The rental amount is per Car per month and not the figure contained in the Rental paragraph.

BG (c) If a Car is destroyed, the casualty value will be ~~computed pursuant to AAR Rule 107~~ and not the per Car figure contained in the Destruction of Car paragraph.

3. RATIFICATION. All non-conflicting provisions of the Lease are ratified and reaffirmed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officials.

PROGRESS RAIL SERVICES CORP.

CSX TRANSPORTATION, INC.

By: Bob Grace

By: [Signature]

Title: SR V.P.

Title: Director - Finance

Administration

LEASE NUMBER: 0117    ADDENDUM NUMBER: 000    RATE:    0.00  
LESSOR: PROGRESS RAIL SERVIC

INIT	NUMBER	AAR	STA	EFF	OTE	INIT	NUMBER	AAR	STA	EFF	OTE
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LEASE NUMBER: 0117 ADDENDUM NUMBER: 000 RATE: 0.00  
LESSOR: PROGRESS RAIL SERVIC

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## AR DETAIL LISTING

CAR MANAGEMENT  
SHORT TERM LEASE

PAGE: 03

LEASE NUMBER: 0117 ADDENDUM NUMBER: 000 RATE: 0.00  
LESSOR: PROGRESS RAIL SERVIC

INIT	NUMBER	AAR	STA	EFF	DTE	INIT	NUMBER	AAR	STA	EFF	DTE
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SPSX	477833	H350	I	940801		SPSX	477935	H350	I	940801	
SPSX	477986	H350	A	940801		SPSX	478015	H350	I	940801	
SPSX	478057	H350	A	940801		SPSX	478072	H350	I	940801	
SPSX	478124	H350	A	940801		SPSX	478130	H350	A	940801	
SPSX	478146	H350	A	940801		SPSX	478176	H350	I	940801	
SPSX	478183	H350	I	940801		SPSX	478200	H350	I	940801	
SPSX	478223	H350	A	940801		SPSX	478225	H350	I	940801	
SPSX	478228	H350	I	940801		SPSX	478230	H350	I	940801	
SPSX	478259	H350	A	940801		SPSX	478298	H350	I	940801	
SPSX	478331	H350	I	940801		SPSX	478407	H350	I	940801	
SPSX	478433	H350	I	940801		SPSX	478442	H350	I	940801	
SPSX	478453	H350	I	940801		SPSX	478482	H350	I	940801	
SPSX	478494	H350	I	940801		SPSX	478501	H350	I	940801	
SPSX	478505	H350	A	940801		SPSX	478506	H350	I	940801	
SPSX	478538	H350	A	940801		SPSX	478604	H350	A	940801	
SPSX	478621	H350	A	940801		SPSX	478647	H350	I	940801	
SPSX	478660	H350	A	940801		SPSX	478686	H350	I	940801	
SPSX	478704	H350	I	940801		SPSX	478714	H350	A	940801	
SPSX	478724	H350	I	940801		SPSX	478731	H350	I	940801	
SPSX	478755	H350	I	940801		SPSX	478807	H350	I	940801	
SPSX	478823	H350	I	940801		SPSX	478832	H350	A	940801	
SPSX	478888	H350	I	940801		SPSX	478912	H350	A	940801	
SPSX	478984	H350	I	940801		SPSX	479082	H350	A	940801	
SPSX	479202	H350	I	940801		SPSX	479295	H350	I	940801	
SPSX	479351	H350	I	940801		SPSX	479373	H350	A	940801	
SPSX	479388	H350	A	940801		SPSX	479498	H350	A	940801	

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## R DETAIL LISTING

CAR MANAGEMENT  
SHORT TERM LEASE

LEASE NUMBER: 0117 ADDENDUM NUMBER: 000 RATE: 0.00  
LESSOR: PROGRESS RAIL SERVIC

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NIT	NUMBER	AAR	STA	EFF	OTE	INIT	NUMBER	AAR	STA	EFF	OTE
SPSX	479516	H350	A	940801	✓	SPSX	479518	H350	I	940801	
SPSX	479550	H350	A	940801	✓	SPSX	479568	H350	A	940801	
SPSX	479571	H350	I	940801		SPSX	479579	H350	I	940801	
SPSX	479634	H350	I	940801		SPSX	479641	H350	I	940801	
SPSX	479665	H350	A	940801	✓	SPSX	479742	H350	I	940801	
SPSX	479750	H350	A	940801	✓	SPSX	479761	H350	A	940801	
SPSX	479777	H350	A	940801	✓	SPSX	479790	H350	I	940801	
SPSX	479811	H350	I	940801	✓	SPSX	479825	H350	A	940801	
SPSX	479846	H350	I	940801	✓	SPSX	479918	H350	I	940801	
SPSX	479932	H350	I	940801	✓	SPSX	479962	H350	A	940801	
SPSX	479981	H350	I	940801		SPSX	480022	H350	I	940801	
SPSX	480052	H350	A	940801		SPSX	480129	H350	I	940801	
SPSX	480166	H350	I	940801		SPSX	480174	H350	I	940801	
SPSX	480185	H350	A	940801		SPSX	480223	H350	I	940801	
SPSX	480230	H350	I	940801		SPSX	480240	H350	I	940801	
SPSX	480273	H350	I	940801		SPSX	480293	H350	I	940801	
SPSX	480371	H350	I	940801	✓	SPSX	480382	H350	A	940801	
SPSX	480391	H350	I	940801		SPSX	480398	G517	I	940801	
SPSX	480399	H350	A	940801		SPSX	480431	H350	I	940801	
SPSX	480432	H350	A	940801		SPSX	480442	H350	I	940801	
SPSX	480504	H350	I	940801	✓	SPSX	480509	H350	I	940801	
SPSX	480516	H350	I	940801	✓	SPSX	480541	H350	A	940801	
SPSX	480585	H350	I	940801	✓	SPSX	480628	H350	I	940801	
SPSX	480694	H350	I	940801	✓	SPSX	480733	H350	A	940801	
SPSX	480925	H350	I	940801	✓	SPSX	480939	H350	A	940801	
SPSX	480952	H350	I	940801	✓	SPSX	480971	H350	A	940801	
SPSX	481005	H350	A	940801	✓	SPSX	481031	H350	A	940801	
SPSX	481068	H350	A	940801	✓	SPSX	481086	H350	A	940801	
SPSX	481095	H350	I	940801	✓	SPSX	481106	H350	A	940801	
SPSX	481112	H350	I	940801	✓	SPSX	481155	H350	A	940801	
SPSX	481177	H350	I	940801	✓	SPSX	481188	H350	I	940801	
SPSX	481201	H350	I	940801	✓	SPSX	481240	H350	A	940801	
SPSX	481241	H350	A	940801		SPSX	481355	H350	I	940801	
SPSX	481365	H350	I	940801		SPSX	481391	H350	I	940801	
SPSX	481394	H350	I	940801		SPSX	481433	H350	I	940801	
SPSX	481448	H350	A	940801		SPSX	481452	H350	I	940801	
SPSX	481605	H350	I	940801		SPSX	481627	H350	I	940801	
SPSX	481628	H350	I	940801		SPSX	481652	H350	I	940801	
SPSX	481708	H350	I	940801	✓	SPSX	481712	H350	I	940801	
SPSX	481713	H350	A	940801	✓	SPSX	481716	H350	A	940801	

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AR DETAIL LISTING

CAR MANAGEMENT  
SHORT TERM LEASE

PAGE: 05

LEASE NUMBER: 0117 ADDENDUM NUMBER: 000 RATE: 0.00  
LESSOR: PROGRESS RAIL SERVIC

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INIT	NUMBER	AAR	STA	EFF DTE	INIT	NUMBER	AAR	STA	EFF DTE
SPSX	481719	H350	I	940801	SPSX	481727	H350	I	940801
SPSX	481769	H350	I	940801	SPSX	481780	H350	I	940801
SPSX	481790	H350	I	940801	SPSX	481814	H350	I	940801
SPSX	481897	H350	A	940801	SPSX	481955	H350	I	940801
SPSX	482007	H350	I	940801	SPSX	482044	H350	A	940801
SPSX	482117	H350	I	940801	SPSX	482149	H350	I	940801
SPSX	482159	H350	I	940801	SPSX	482201	H350	I	940801
SPSX	482232	H350	I	940801	SPSX	482234	H350	I	940801
SPSX	482242	H350	I	940801	SPSX	482262	H350	A	940801
SPSX	482283	H350	A	940801	SPSX	482286	H350	I	940801
SPSX	482320	H350	A	940801	SPSX	482330	H350	I	940801
SPSX	482414	H350	A	940801	SPSX	482482	H350	A	940801
SPSX	482506	H350	A	940801	SPSX	482518	H350	A	940801
SPSX	482563	H350	I	940801	SPSX	482564	H350	A	940801
SPSX	482573	H350	A	940801	SPSX	482588	H350	A	940801
SPSX	482644	H350	A	940801	SPSX	482692	H350	I	940801
SPSX	482713	H350	A	940801	SPSX	482729	H350	I	940801
SPSX	482815	H350	I	940801	SPSX	482816	H350	I	940801
SPSX	482821	H350	I	940801	SPSX	482859	H350	I	940801
SPSX	482863	H350	A	940801	SPSX	482871	H350	I	940801
SPSX	482876	H350	I	940801	SPSX	482913	H350	I	940801
SPSX	482914	H350	I	940801	SPSX	482917	H350	I	940801
SPSX	482924	H350	I	940801	SPSX	482925	H350	A	940801
SPSX	482933	H350	A	940801	SPSX	482945	H350	I	940801
SPSX	482949	H350	A	940801	SPSX	482985	H350	A	940801
SPSX	482989	H350	A	940801	SPSX	483015	H350	I	940801
SPSX	483027	H350	A	940801	SPSX	483106	H350	A	940801
SPSX	483170	H350	I	940801	SPSX	483188	H350	I	940801
SPSX	483213	H350	A	940801	SPSX	483260	H350	I	940801
SPSX	483269	H350	I	940801	SPSX	483270	H350	I	940801
SPSX	483273	H350	A	940801	SPSX	483280	H350	I	940801
SPSX	483289	H350	I	940801	SPSX	483298	H350	I	940801
SPSX	483299	H350	A	940801	SPSX	483304	H350	I	940801
SPSX	483324	H350	I	940801	SPSX	483341	H350	I	940801
SPSX	483371	H350	A	940801	SPSX	483436	H350	A	940801
SPSX	483438	H350	I	940801	SPSX	483482	H350	I	940801
SPSX	483596	H350	I	940801	SPSX	483706	H350	I	940801
SPSX	483719	H350	I	940801	SPSX	483749	H350	I	940801
SPSX	483769	H350	A	940801	SPSX	483800	H350	I	940801
SPSX	483841	H350	A	940801	SPSX	483890	H350	A	940801

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DETAIL LISTING

CAR MANAGEMENT  
SHORT TERM LEASE

PAGE: 06

LEASE NUMBER: 0117 ADDENDUM NUMBER: 000 RATE: 0.00  
LESSOR: PROGRESS RAIL SERVIC

INIT	NUMBER	AAR	STA	EFF	DTE	INIT	NUMBER	AAR	STA	EFF	DTE
SPSX	485303	H350	I	940801	✓	SPSX	485305	H350	A	940801	
SPSX	485931	H350	I	940801		SPSX	488260	H350	I	940801	

TOTAL CARS = 404



### 3RD AMENDMENT TO CAR LEASE

This 3rd Amendment to Car Lease (the "Amendment") is between Progress Rail Services Corp. ("Lessor") and CSX Transportation, Inc. ("Lessee").

WHEREAS, Lessor and Lessee have previously entered into a Car Lease dated September 20, 1994 (the "Lease") which the parties now desire to amend for the third time; and

WHEREAS, the parties have agreed upon the terms of their third amendment and now desire to specify those terms.

NOW, THEREFORE, in view of the foregoing statements and other good and valuable consideration, the parties agree as follows:

1. EFFECTIVE DATE AND TERM. This Amendment shall take effect as of ~~November 1, 1998~~ <sup>December 1, 1998</sup> and shall extend the term of the Lease through ~~June 30, 1999~~ <sup>November</sup> ~~with automatic month-to-month extensions thereafter until canceled by either party upon not less than thirty (30) days prior written notice to the other party.~~

2. MODIFICATIONS TO LEASE. The following additional modifications are made to the Lease:

(a) The number of Cars that are subject to the Lease has been, and is, 255 and not the 150 number listed in the Cars paragraph of the 2nd Amendment to Lease. A list of the reporting marks and numbers of the Cars is attached as Exhibit A.

(b) The rental amount is \$<sup>286</sup>~~350.00~~ per Car per month and not the \$<sup>225</sup>~~225.00~~ figure contained in the Rental paragraph of the Second Amendment.

(c) If a Car is destroyed, the casualty value will be \$10,500 per car and not the \$15,000.00 per Car figure contained in the Destruction of Car paragraph.

(d) This shall be a <sup>net</sup>~~full~~ service lease.

3. RATIFICATION. All non-conflicting provisions of the Lease are ratified and reaffirmed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officials.

PROGRESS RAIL SERVICES CORP.

CSX TRANSPORTATION, INC.

By: Bob Grace

By: J.P. Schmidt / JPS

Title: SR V.P.

Title: VP Engr.

## EXHIBIT A

SPSX	41690	SPSX	473266	SPSX	476251
SPSX	41725	SPSX	473284	SPSX	476267
SPSX	62875	SPSX	473293	SPSX	476550
SPSX	62903	SPSX	473330	SPSX	476576
SPSX	62956	SPSX	473688	SPSX	476693
SPSX	63052	SPSX	473693	SPSX	477121
SPSX	63105	SPSX	473721	SPSX	477214
SPSX	63308	SPSX	473734	SPSX	477435
SPSX	63456	SPSX	473740	SPSX	477499
SPSX	63653	SPSX	473750	SPSX	477501
SPSX	63691	SPSX	473768	SPSX	477606
SPSX	188083	SPSX	473780	SPSX	477739
SPSX	199631	SPSX	473861	SPSX	477752
SPSX	340054	SPSX	473877	SPSX	477812
SPSX	341485	SPSX	473969	SPSX	477986
SPSX	347802	SPSX	474105	SPSX	478015
SPSX	424928	SPSX	474206	SPSX	478057
SPSX	472023	SPSX	474309	SPSX	478124
SPSX	472108	SPSX	474361	SPSX	478130
SPSX	472120	SPSX	474382	SPSX	478146
SPSX	472193	SPSX	474571	SPSX	478223
SPSX	472196	SPSX	474583	SPSX	478228
SPSX	472276	SPSX	474842	SPSX	478259
SPSX	472320	SPSX	474912	SPSX	478325
SPSX	472334	SPSX	474918	SPSX	478331
SPSX	472352	SPSX	474988	SPSX	478427
SPSX	472387	SPSX	474998	SPSX	478433
SPSX	472552	SPSX	475011	SPSX	478453
SPSX	472577	SPSX	475095	SPSX	478505
SPSX	472623	SPSX	475169	SPSX	478538
SPSX	472624	SPSX	475179	SPSX	478604
SPSX	472632	SPSX	475199	SPSX	478621
SPSX	472656	SPSX	475228	SPSX	478660
SPSX	472680	SPSX	475278	SPSX	478714
SPSX	472681	SPSX	475310	SPSX	478724
SPSX	472871	SPSX	475372	SPSX	478745
SPSX	472956	SPSX	475449	SPSX	478807
SPSX	473004	SPSX	475477	SPSX	478823
SPSX	473079	SPSX	475541	SPSX	478832
SPSX	473081	SPSX	475766	SPSX	478912
SPSX	473097	SPSX	475795	SPSX	479082
SPSX	473203	SPSX	475936	SPSX	479351
SPSX	473212	SPSX	475944	SPSX	479373
SPSX	473220	SPSX	476013	SPSX	479388
SPSX	473233	SPSX	476046	SPSX	479498
SPSX	473254	SPSX	476249	SPSX	479516

SPSX	479550	SPSX	482518	SPSX	829708
SPSX	479568	SPSX	482543	SPSX	829762
SPSX	479571	SPSX	482564	SPSX	829846
SPSX	479665	SPSX	482573	SPSX	830009
SPSX	479678	SPSX	482588	SPSX	830120
SPSX	479706	SPSX	482644	SPSX	830148
SPSX	479742	SPSX	482713	SPSX	830439
SPSX	479750	SPSX	482729	SPSX	830506
SPSX	479761	SPSX	482821	SPSX	830744
SPSX	479777	SPSX	482859	SPSX	830899
SPSX	479825	SPSX	482863	SPSX	831042
SPSX	479932	SPSX	482925	SPSX	831063
SPSX	479962	SPSX	482933	SPSX	831079
SPSX	480052	SPSX	482939	SPSX	831210
SPSX	480129	SPSX	482945	SPSX	831263
SPSX	480185	SPSX	482949	SPSX	831331
SPSX	480371	SPSX	482985	SPSX	831376
SPSX	480382	SPSX	482989	SPSX	831967
SPSX	480399	SPSX	483027	SPSX	833878
SPSX	480432	SPSX	483106		
SPSX	480541	SPSX	483188		
SPSX	480733	SPSX	483206	TOTAL - 255	
SPSX	480939	SPSX	483213		
SPSX	480971	SPSX	483273		
SPSX	481005	SPSX	483299		
SPSX	481009	SPSX	483371		
SPSX	481031	SPSX	483436		
SPSX	481068	SPSX	483706		
SPSX	481086	SPSX	483769		
SPSX	481106	SPSX	483780		
SPSX	481155	SPSX	483841		
SPSX	481240	SPSX	483961		
SPSX	481241	SPSX	484192		
SPSX	481386	SPSX	484481		
SPSX	481448	SPSX	484498		
SPSX	481713	SPSX	484574		
SPSX	481716	SPSX	485300		
SPSX	481814	SPSX	485305		
SPSX	481891	SPSX	488260		
SPSX	481897	SPSX	488585		
SPSX	481955	SPSX	810487		
SPSX	482044	SPSX	817202		
SPSX	482234	SPSX	828275		
SPSX	482262	SPSX	828381		
SPSX	482283	SPSX	828418		
SPSX	482320	SPSX	828427		
SPSX	482414	SPSX	829489		
SPSX	482482	SPSX	829636		
SPSX	482506	SPSX	829696		